



PARKS & RECREATION BOARD



July 22, 2008



Austin
Parks and
Recreation

Item # 5

WPDRD Point of Contact is: Glen Taffinder

(512) 974-3381

Project Manager is Adewale Odufuye (Public Works – ESD)

(512) 974-7119

PARD Point of Contact is: Ricardo Soliz

(512) 974-6765

Parks & Recreation Board Approval: I will fill this out
(Required by Chapter 26, Parks and Wildlife Code)

City Council Approval: (Date)

Acting Director, Parks and Recreation Department

/

Date

CONCURRENCE

Director, Watershed Protection & Development Review Department / Date

MOU SUMMARY SHEET

Project Name:		Blunn Creek - Long Bow Storm Drain Improvements
Parkland impacted by Project:		Blunn Creek Preserve
Location of Parkland:		Long Bow Lane and Little John Lane
Type of Park Use Requested (Permanent/Temporary):		Permanent Drainage Easement
Type of Impact to Parkland:		EXPLANATION
		Trail Closure
		Facility Closure/Partial Use
		Open Land or Feature Closure/Partial Use
	x	Use
		Revenue Limitation
Estimated Size of Parkland Requested (sq. ft):		Permanent (7,603 sq.ft)
Estimated Start Date for Parkland Use:		March 2009
Estimated Duration of Parkland Use:		3 months
Estimated Completion of Parkland Use:		June 2009
Mitigation Proposed by PARD:		Outlined in the MOU
Requesting Dept. Point Of Contact:		Glen Taffinder - 512.974.3381
PARD Point of Contact:		Ricardo Soliz - 512.974.6765
Included:		
MOU Draft		Provided
Attachment "A" (Mitigation Calculations)		
Attachment "B" (Location Map)		



MEMORANDUM OF UNDERSTANDING

TO: Victoria Li, P.E.
Director, Watershed Protection & Development Review Department

M.O.U. # PARD-08-024

FROM: Stuart Strong
Acting Director, Parks and Recreation Department

SUBJECT: Blunn Creek – Long Bow Storm Drain Improvements Project
C.I.P. # 8602 6307 6831

Subproject I.D.: 5789.019

DATE: 5/9/08

Watershed Protection & Development Review Department is allowed to use 7,603 square feet of parkland for a permanent use at **Blunn Creek Preserve, 1200 St. Edwards Drive**, near the intersection of Long Bow Lane and Little John Lane as part of the work site area for the above referenced project. The tract is to be used to install a permanent stormwater line.

The estimated Project Start Date is March 2, 2009.

The estimated duration of the project is approximately 120 Calendar Days.

Estimated Date of Final Completion (Restoration complete and accepted by Environmental Inspector and PARD; Parkland open for Public Use) is July 6, 2009.

Extension/modification of parkland use must receive prior written approval from PARD.

Watershed Protection & Development Review Department (WPDRD) is in agreement to provide the following mitigation in return for use of the parkland:

The mitigation for this permanent use agreement will be as follows:

1. Provide tree mitigation for tree diameters 4-inches and greater at a one-to-one replacement for all tree classes at \$75 per inch.
2. Provide two years of irrigation within the use agreement disturbed area (estimated \$6,500)
3. Provide a 1,200-foot long, six-foot high chain link fence along Oltorf to minimize intrusion into the Blunn Creek Preserve (estimated \$22,200)
4. Possible water meter connection (estimated \$5,000)

If for some reason, the above mitigation plan cannot be implemented, then WPDRD will continue to work with PARD to negotiate an alternate mitigation plan during negotiations for use of the Blunn Creek Preserve. If the project requires additional time for staging other than the dates stated within this agreement, PARD must agree in writing to such an extension.

ATTACHMENT "A" - M.O.U. MITIGATION FEES CALCULATION WORKSHEET - SUMMARY
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Permanent Use - Residential	Calculated Fee \$26,477.45

Project:	Blunn Creek Preserve - Long Bow Storm Drain Improvements		
MOU #	08-024		

TOTAL =

\$26,477.45

ATTACHMENT "A" - M.O.U. MITIGATION FEES CALCULATION WORKSHEET

Permanent Use Agreement - Residential		Project: Blunn Creek Preserve - Long Bow Storm Drain Improvements	
		0	
TCAD Land Value of adjacent properties (\$):	\$97,510.00	MOU #	08-024
Avg. Lot Size (sq. ft.):	7000.0	<i>Based on City-wide average for lots zoned SF-3</i>	
Value per square ft. (\$):	\$13.93		
Requested Area (sq. ft.):	7603.0		
Preliminary Mitigation Value (\$):	\$105,909.79		
Disturbance Value (%):	25.00%	<i>Based on limitations on future development for that portion of parkland (see table below)</i>	
Final Mitigation Value (\$):	\$26,477.45		

DISTURBANCE VALUES

	Area can still be developed with minimal or no limitations
25%	<i>(underground work/materials with no/few above ground appurtenances/fixtures)</i>
	Area can still be developed with moderate limitations
50%	<i>(underground work/materials with some small/medium appurtenances/fixtures)</i>
	Development severely limited
75%	<i>(underground work/materials with large or several small/medium appurtenances/fixtures)</i>
	No future park development possible in the area - dedicated to installation
100%	<i>(underground and/or surface appurtenances/fixtures)</i>



Item # 6



MEMORANDUM OF UNDERSTANDING

TO: Gopal Guthikonda
Assistant Director, Austin Water Utility

M.O.U. # **PARD – 08-031**

FROM: Stuart Strong
Acting Director, Parks and Recreation Department

SUBJECT: ACWP – Govalle 4 – Waller Pedernales WW Improvements

FDU #: 4570-2307-4570; Subproject I.D.: 4926.097

DATE: (mm/dd/yy)

Austin Water Utility is allowed to use the parkland located at **Boggy Greenbelt at Rosewood Park, 2300 Rosewood Avenue**, as part of the work site for the above referenced project, as indicated in Attachment "B" (Location Map).

The tract is to be used for **temporary work space, access and permanent wastewater easement**.

The estimated Project Start Date is **September, 2008**

The estimated duration of the project is **90 Calendar** Days.

Estimated Date of Final Completion (Restoration complete and accepted by Environmental Inspector and PARD; Parkland open for Public Use) is **November, 2008**.

Extension/modification of parkland use must receive prior written approval from PARD. Additional fees will be assessed at the same daily rate as stated in Attachment "A" of this M.O.U.

Austin Water Utility is in agreement to provide the following mitigation in return for use of the parkland:

Fees in the amount of \$23,475.74, as calculated in Attachment "A"

Austin Water Utility Point of Contact is: **Chelsea Solomon**

Phone Number: **(512) 479-1619**

PARD Point of Contact is: **Ricardo Soliz**

Phone Number: **(512) 974-6765**

Parks & Recreation Board Approval: **(Date)**

(Required by Chapter 26, Parks and Wildlife Code)

City Council Approval: **(Date)**

Stuart Strong
Acting Director, Parks and Recreation Department

Date

CONCURRENCE

Gopal Guthikonda
Assistant Director, Austin Water Utility Department

Date

Attachments: A (Mitigation Calculation Worksheet)
B (Location Map)

DRAFT

FEE DIFFERENCES - MOU MITIGATION WORKSHEETS (EXAMPLES)

Blunn Creek Preserve - Long Bow

Original =	\$15,796.04
Alternate =	\$8,840.49
<hr/>	
Difference =	\$6,955.55
% of Original =	56.0%

Govalle 4 - Waller Pedernales

Original =	\$23,475.94
Alternate =	\$10,154.33
<hr/>	
Difference =	\$13,321.61
% of Original =	43.3%

Morris Williams Golf Course

Original =	\$285,503.57
Alternate =	\$172,181.80
<hr/>	
Difference =	\$113,321.77
% of Original =	60.3%

MOU SUMMARY SHEET

Project Name:		Govalle 4 - Waller Pedernales Area Wastewater Impr.	
Parkland impacted by Project:		Boggy Greenbelt at Rosewood Park	
Location of Parkland:		East of Northwestern Ave between Rosewood Av & Walter St.	
Type of Park Use Requested (Permanent/Temporary):		Temporary Work Space, Access and Permanent Wastewater Easement	
Type of Impact to Parkland:		EXPLANATION	
		Trail Closure	
		Facility Closure/Partial Use	
	x	Open Land or Feature Closure/Partial Use	Permanent easement to construct new wastewater line. Temporary work space for construction access.
		Revenue Limitation	
Estimated Size of Parkland Requested (sq. ft):		Permanent (3,833 sq.ft); Temporary (2,968 sq.ft.)	
Estimated Start Date for Parkland Use:		September 2008	
Estimated Duration of Parkland Use:		3 months	
Estimated Completion of Parkland Use:		November 2008	
Mitigation Proposed by PARD:		\$23,475.74	
Requesting Dept. Point Of Contact:		Matt Gaughan - 512.479.1618	
PARD Point of Contact:		Ricardo Soliz - 512.974.6765	
Included:			
MOU Draft			
Attachment "A" (Mitigation Calculations)			
Attachment "B" (Location Map)			

ATTACHMENT "A" - M.O.U. MITIGATION FEES CALCULATION WORKSHEET - RECAP

	Calculated Fee
Permanent Use - Residential	\$20,931.74
Temporary Use - Residential	\$2,544.00

TOTAL = \$23,475.74

Project:	ACWP - Govalle 4 - Waller Pedernales Wastewater Improvements

ATTACHMENT "A" - M.O.U. MITIGATION FEES CALCULATION WORKSHEET

Permanent Use Agreement - Residential		Project:	ACWP - Govalle 4 - Waller Pedernales Wastewater Improvements
TCAD Land Value of adjacent properties (\$):	\$152,906.00		0
			0
Avg. Lot Size (sq. ft.):	7000.0	<i>Based on City-wide average for lots zoned SF-3</i>	
Value per square ft. (\$):	\$21.84		
Requested Area (sq. ft.):	3833.0		
Preliminary Mitigation Value (\$):	\$83,726.96		
Disturbance Value (%):	25.00%	<i>Based on limitations on future development for that portion of parkland (see table below)</i>	
Final Mitigation Value (\$):	\$20,931.74		

DISTURBANCE VALUES

	Area can still be developed with minimal or no limitations
25%	<i>(underground work/materials with no/few above ground appurtenances/fixtures)</i>
	Area can still be developed with moderate limitations
50%	<i>(underground work/materials with some small/medium appurtenances/fixtures)</i>
	Development severely limited
75%	<i>(underground work/materials with several small/medium appurtenances/fixtures)</i>
	No future park development possible in the area - dedicated to installation
100%	<i>(underground and/or surface appurtenances/fixtures)</i>

ATTACHMENT "A" - M.O.U. MITIGATION FEES CALCULATION WORKSHEET

		Project:	ACWP - Govalle 4 - Waller Pedernales Wastewater Improvements
Temporary Use - Residential			0
			0
Average Rent for single-family home (\$):	\$1,500.00	<i>Based on City-wide average for single-family home rental on 7,000 sq. ft. lot</i>	
Average lot size (sq. ft.):	7000.0	<i>Based on City-wide average for lots zoned SF-3</i>	
Value per square ft. (\$):	\$0.214		
Per Day Rental Value per sq. ft. (\$):	\$0.007		
Requested Area (sq. ft.):	2968.0		
Per Day Temporary Use Fee (\$):	\$21.20		
Days Requested:	120		
Temporary Use Fee (\$):	\$2,544.00		



**Information Packet
For Parkland Use Agreement
For Rosewood Park**

**ACWP – Waller Pedernales
Wastewater Improvements
Project CIP 4570-237-4570
Subproject ID No. 4926.097**

**Prepared by the
Austin Clean Water Program**

**on behalf of the
City of Austin
Austin Water Utility
and
Department of Public Works**

June 19, 2008

Introduction

The Austin Clean Water Program (ACWP), on behalf of the Austin Water Utility (AWU) and the Public Works Department (PWD), is proposing to install 225 linear feet (LF) of 36-inch diameter wastewater line on parkland within the Boggy Creek Green Belt at Rosewood Park. The line will be located in parkland east of Northwestern Avenue starting at Walter Street and ending 280 feet to the north of Walter Street.

Boggy Creek Green Belt at Rosewood Park

This park is a neighborhood park located at 2300 Rosewood Avenue. The entire park is approximately 13.9 acres in size. A portion of this parkland is proposed for use as a temporary workspace easement and a permanent wastewater line easement for the ACWP Waller Pedernales Area Wastewater Improvements project. Access will be taken from Northwestern Avenue between Walter Street and Rosewood Avenue. There are no park improvements at the proposed location of the temporary and permanent easements, but there are large trees, which will be pruned and protected with tree protection fencing.

Project Need and Justification

The ACWP is an Austin Water Utility (AWU) based program developed to provide wastewater system improvements that address overflows related to deteriorated infrastructure and insufficient pipe capacity. The United States Environmental Protection Agency (EPA) issued an Administrative Order to the City of Austin mandating that the AWU eliminate all sources of wastewater overflows. Some wastewater lines within the project are being re-routed, and others are being replaced in the same alignment. The EPA directed that all wastewater lines contributing to overflows be replaced or rehabilitated by June 2009.

Alternatives to the use of Parkland

The engineer has evaluated the existing neighborhood and available land and determined the existing wastewater routing to be the only possible routing. The existing utilities in the roadway limit the location of the wastewater line. Outside of the parkland, the route of the wastewater line would necessitate the removal of a 21" Cedar Elm protected tree. The parkland appears to be the only feasible alternative for the alignment, noting restrictions of the nearby protected tree as described previously.

Project Description and Schedule

The Waller Pedernales Area Wastewater Improvements project involves construction of 25,000 linear feet of wastewater line construction. The project also includes, abandonment of many unstable lines, and provides re-routed connections for over 100 homes in the adjacent neighborhood.

The 225 linear feet (LF) of 36-inch diameter wastewater line on parkland within the Boggy Creek Green Belt at Rosewood Park is needed to avoid existing utilities in Northwestern Avenue and to avoid removal of a protected tree on roadway right-of-way.

Construction of overall project began in January 2008 and will continue through February 2009. Duration of parks use should be less than four months during the overall project schedule between September 2008 and December 2008.

The project will use the following areas of parkland:

- 0.088 acres (3,833 square feet) for permanent easement
- 0.068 acres (2,968 square feet) for temporary easement
- Total land used is 0.156 acres (6,801 square feet) of park land. (about 1% of the park)

Short Term Effects of Construction

The contractor may prune or limb up large trees with the review of an arborist. Existing trees will be protected with fencing.

Trees that are adjacent to the work areas will be protected with standard City of Austin tree protection fencing. Erosion and sedimentation controls (including silt fence, inlet protection and other controls) will be installed if necessary to prevent sediment transport into the neighboring creeks. Stabilized construction entrances may be installed to prevent tracking of dirt onto adjacent roads if necessary.

Long Term Effects of Construction

There will be no adverse long-term affects to the parks as a result of this project. Construction of the proposed wastewater lines will allow for the existing wastewater lines to be decommissioned and ultimately eliminating sewage overflows in the area.

Restoration Plan

Impacts to the park will be mitigated by seeding with native seed, or as determined by the Parks Department. All disturbed land will be restored and revegetated to existing or better conditions using native species, or species chosen by the Parks Department. Any land used for the proposed work will be restored to original grade. All site restoration will be completed in accordance with the *Standard Specifications and Construction Standards of the City of Austin*. All construction and site restoration for this project within parkland shall be completed in accordance with PARD's *Construction in Parks Specification*. As with all City construction projects, the Contractor will be required to provide a one-year warranty of his work including restoration and revegetation.

Exhibit I
Location Map

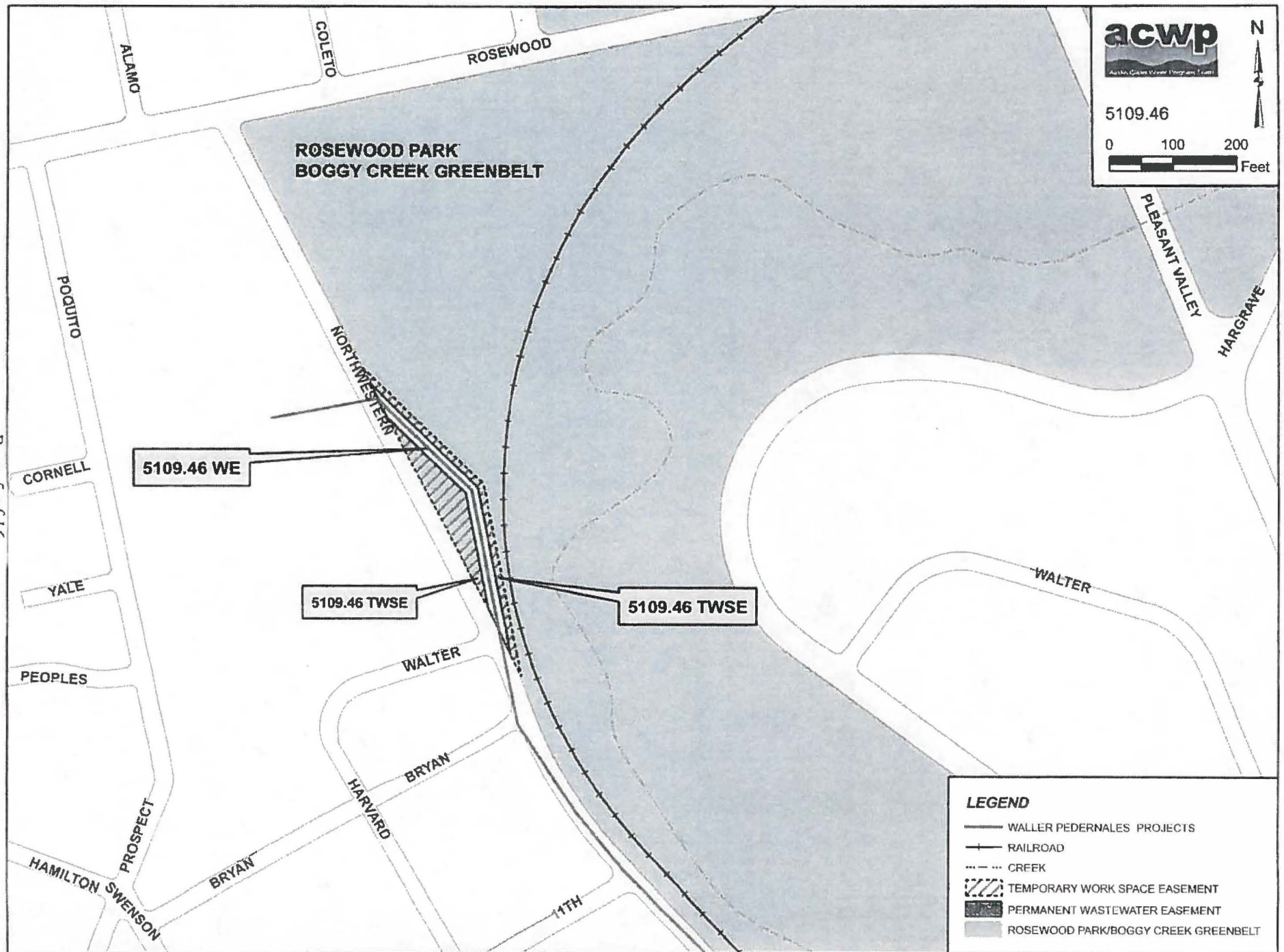


Exhibit II
Aerial Photograph with Easements Overlaid

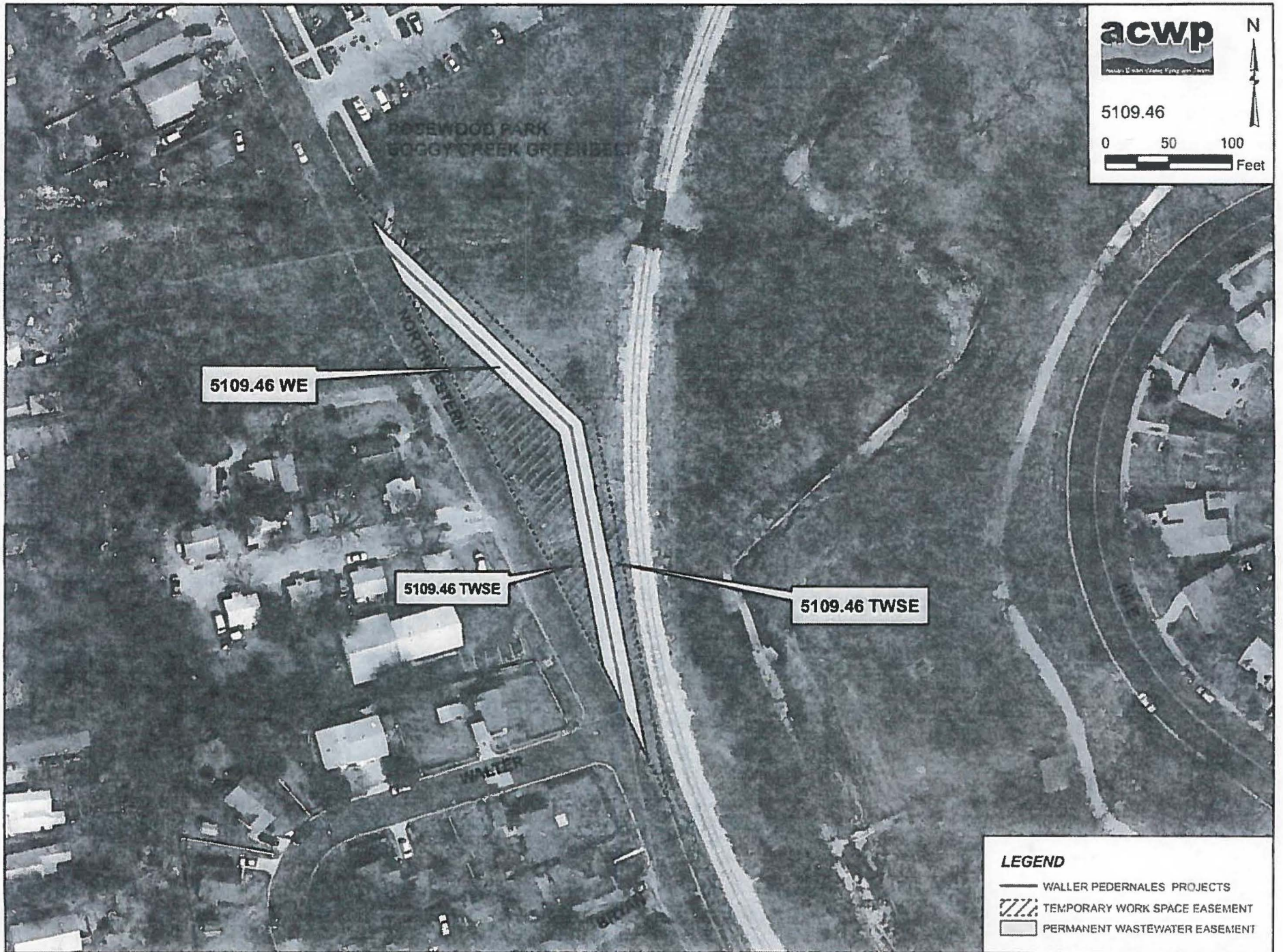


Exhibit III
Field Notes for Permanent Easement

Field Notes for Parcel 5109.46WE

DESCRIBING 0.088 OF AN ACRE OF LAND (3.847 SQUARE FEET), IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PART OF BLOCK "A", ROSEWOOD VILLAGE SECTION TEN A SUBDIVISION RECORDED IN BOOK 75 PAGE 25 OF THE PLAT RECORDS OF SAID COUNTY, SAID BLOCK "A", TOGETHER WITH OTHER PROPERTY, BEING DESCRIBED IN A WARRANTY DEED TO THE CITY OF AUSTIN EXECUTED ON MAY 10, 1982 AND RECORDED IN VOLUME 7752 PAGE 36 OF THE DEED RECORDS OF SAID COUNTY, SAID 0.088 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail set in the curving east line of said Block "A", same being in the east line of Northwestern Avenue (65' R.O.W.) and the curving west line of Houston & Texas Central Railroad (50' R.O.W.), said nail set also being at the southeast corner of that 4,120 square foot tract described in a Resolution recorded in Volume 9253 Page 384 of the Real Property Records of said County, from which an iron rod found at the northeast corner of Lot 6, Fowler Terrace, a subdivision recorded in Book 9 Page 78 of said Plat Records bears S62°45'29"W, 65.00 feet to a calculated point in the west line of said Northwestern Avenue and S27°14'31"E, 95.45 feet, said P.O.B. having Texas State Plane Grid Coordinate (Texas Central Zone, NAD 83, HARN US feet, combined scale factor 0.99994) values of N: 10,070,923.330 and E: 3,122,967.343;

THENCE, through the interior of said Block "A" and with the east line of said northwestern Avenue, same being the east line of said 4,120 square foot tract, N27°14'31"W, 55.63 feet to a nail set;

THENCE, through the interior of said Block "A", the following two courses;

- 1) N12°52'29"W, 75.37 feet to a nail set;
- 2) N45°52'35"W, 58.53 feet to a nail set in the east line of said Northwestern Avenue, same being the east line of said 4,120 square foot tract;

THENCE, through the interior said Block "A" and with the east line of said Northwestern Avenue, same being the east line of said 4,120 square foot tract, N27°14'31"W, 62.59 feet to a nail set from which a calculated point at the southern most northeast corner of said 4,120 square foot tract, same being in the east line of said Northwestern Avenue bears N27°14'31"W, 548.54 feet, and an iron pipe found at the northeast corner of that tract described in a deed to Julian Figueroa as recorded in Document Number 1999044597 of the Official Public Records of said County same being the southeast corner of that tract described in a deed to Mosby Family Trust as recorded in Volume 11643 Page 164 of said Real Property Records bears S62°45'29"W, 65.00 feet to a

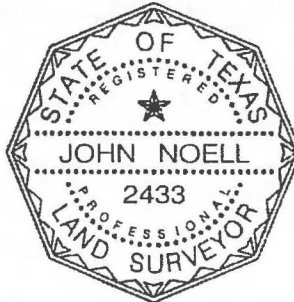
calculated point in the west right-of-way line of said Northwestern Avenue and N27°14'31"W, 311.36 feet;

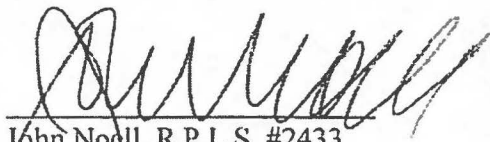
THENCE, through the interior of said Block "A", the following two courses:

- 1) S45°52'35"E, 123.76 feet to a nail set;
- 2) S12°52'29"E, 66.01 feet to a nail set in the curving west line of said Houston & Texas Central Railroad right-of-way.

THENCE, with said railroad right-of-way, along a curve to the left having a radius of 819.44 feet, an arc length of 69.47 feet, a central angle of 4°51'26" and a chord which bears S07°45'17"E, 69.45 feet to the POINT OF BEGINNING and containing 0.088 of an acre of land.

Prepared by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040




John Noell, R.P.L.S. #2433
1-29-08
Date:
Revised : 3-04-08

Map attached.

References: TCAD 02 0711 1401
Austin Grid MK-22

UDG #04-305
FN #884

Bearing Basis Note

The bearings described herein are Texas State Plane Grid Coordinates and Bearings (Central Zone 4203, NAD 83 HARN Datum. Central Points were established from reference point "TXAU"

Coordinated Values N: 10,086,515.89 E: 3,109,682.48 and "EZAU" Coordinate
Values N: 10,049,633.34 E: 3,116,718.88

FIELD NOTES REVIEWED

By: BON Date: 18 March, 2008

Austin Clean Water Program
Survey Coordinator

Mosby Family Trust
Vol. 11643 Pg. 164
R.P.R.T.C.T.

Julian Figueroa
Doc. No. 1999044597
O.P.R.T.C.T.

Page 3 of 3

Scale:
1" = 60'

LEGEND

	AREA OF EASEMENT
	RECORD DATA
	PROPERTY LINE
D.R.T.C.T.	DEED RECORDS TRAVIS CO., TX.
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS CO., TX.
P.R.T.C.T.	PLAT RECORDS TRAVIS CO., TX.
P.O.B.	POINT OF BEGINNING
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS CO., TX.
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
	NAIL SET
	CALCULATED POINT
	STORM SEWER MANHOLE
	SIGN
	EDGE OF PAVEMENT
	RIGHT OF WAY
	RAILROAD TRACKS

BEARING BASIS NOTE

The bearings described herein are Texas State Plane Grid Coordinates and Bearings (Central Zone 4203, NAD 83 HARN Datum, U.S. Survey Feet). Central Points were established from reference point "TXAU" Coordinate Values N: 10,086,515.89 E: 3,109,682.48 and "EZAU" Coordinate Values N: 10,049,633.34 E: 3,116,718.88

5109.46 WE
0.088 OF AN ACRE
3,847 SQ. FT.

Railroad tie planter

WALTER ST
(50' R.O.W.)
(BK. 9 PG. 78, P.R.T.C.T.)
(VOL. 11604 PG. 86, R.P.R.T.C.T.)

P.R.T.C.T.

LOT 6

BRYAN ST

BLOCK "A"
CITY OF AUSTIN
VOLUME 7752 PAGE 36
D.R.T.C.T.

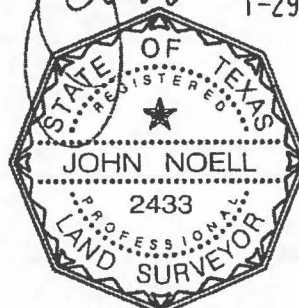
ROSEWOOD VILLAGE
SECTION TEN
BOOK 75 PAGE 25
P.R.T.C.T.

Drainage & Public
Utility Dedication
BK. 75 Pg. 25 P.R.T.C.T.

RECORD CURVE DATA
BK. 75 PG. 25
P.R.T.C.T.
(R=819.44')
(A=380.24')
(C=54°15'W)
(376.84')

R=819.44'
D=04°51'26"
A=69.47'
T=34.75'
C=69.45'
CB=S07°45'17"E

P.O.B.
N: 10,070,923.330
E: 3,122,967.343
GRID COORDINATES



Field Note Number 884
to accompany this map.

Exhibit IV
Field Notes for Temporary Workspace Easement

Field Notes for Parcel 5109.46TWSE

DESCRIBING TWO TRACTS OF LAND CONTAINING A TOTAL OF 2,968 SQUARE FEET AND HEREINAFTER REFERRED TO AS 5109.46TWSE-1 AND 5109.46TWSE-2, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PART OF BLOCK "A", ROSEWOOD VILLAGE SECTION TEN A SUBDIVISION RECORDED IN BOOK 75 PAGE 25 OF THE PLAT RECORDS OF SAID COUNTY, SAID BLOCK "A", TOGETHER WITH OTHER PROPERTY, BEING DESCRIBED IN A WARRANTY DEED TO THE CITY OF AUSTIN EXECUTED ON MAY 10, 1982 AND RECORDED IN VOLUME 7752 PAGE 36 OF THE DEED RECORDS OF SAID COUNTY, SAID TWO TRACTS OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 5109.46TWSE: 1,201 SQUARE FEET

BEGINNING at a nail set in the interior of said Block "A", same being in the east line of Northwestern Avenue (65' R.O.W.), said nail set also being in the east line of that 4,120 square foot tract described in a Resolution recorded in Volume 9253 Page 384 of the Real Property Records of said County, from which an iron rod found at the northeast corner of Lot 6, Fowler Terrace, a subdivision recorded in Book 9 Page 78 of said Plat Records bears S62°45'29"W, 65.00 feet to a calculated point in the west line of said Northwestern Avenue and S27°14'31"E, 151.08 feet, said POINT OF BEGINNING having Texas State Plane Grid Coordinate (Texas Central Zone, NAD 83, HARN US feet, combined scale factor 0.99994) values of N: 10,070,972.785 and E: 3,122,941.880;

THENCE, through the interior of said Block "A" and with the east line of said Northwestern Avenue, same being the east line of said 4,120 square foot tract, N27°14'31"W, 128.47 feet to a nail set, from which a calculated point at the southern most northeast corner of said 4,120 square foot tract, same being in the east line of said Northwestern Avenue bears N27°14'31"W, 611.13 feet, and an iron pipe found at the northeast corner of that tract described in a deed to Julian Figueroa as recorded in Document Number 1999044597 of the Official Public Records of said County same being the southeast corner of that tract described in a deed to Mosby Family Trust as recorded in Volume 11643 Page 164 of said Real Property Records bears S62°45'29"W, 65.00 feet to a calculated point in the west right-of-way line of said Northwestern Avenue and N27°14'31"W, 373.95 feet;

THENCE, through the interior of said Block "A", the following two courses:

- 1) S45°52'35"E, 58.53 feet to a nail set;
- 2) S12°52'29"E, 75.37 feet to the POINT OF BEGINNING and containing 1,201 square feet of land.

PART 2 5109.46TWSE: 1,767 SQUARE FEET

BEGINNING at a nail set in the interior of said Block "A", same being in the east line of Northwestern Avenue (65' R.O.W.), said nail set also being in the east line of that 4,120 square foot tract described in a Resolution recorded in Volume 9253 Page 384 of the Real Property Records of said County, from which an iron rod found at the northeast corner of Lot 6, Fowler Terrace, a subdivision recorded in Book 9 Page 78 of said Plat Records bears S62°45'29"W, 65.00 feet to a calculated point in the west line of said Northwestern Avenue and S27°14'31"E, 342.14 feet, said POINT OF BEGINNING having Texas State Plane Grid Coordinate (Texas Central Zone, NAD 83, HARN US feet, combined scale factor 0.99994) values of N: 10,071,142.653 and E: 3,122,854,423;

THENCE, through the interior of said Block "A" and with the east line of said Northwestern Avenue, same being the east line of said 4,120 square foot tract, N27°14'31"W, 31.30 feet to a calculated point, from which a calculated point at the southern most northeast corner of said 4,120 square foot tract, same being in the east line of said Northwestern Avenue bears N27°14'31"W, 517.24 feet, and an iron pipe found at the northeast corner of that tract described in a deed to Julian Figueroa as recorded in Document Number 1999044597 of the Official Public Records of said County same being the southeast corner of that tract described in a deed to Mosby Family Trust as recorded in Volume 11643 Page 164 of said Real Property Records bears S62°45'29"W, 65.00 feet to a calculated point in the west right-of-way line of said Northwestern Avenue and N27°14'31"W, 280.06 feet;

THENCE, through the interior of said Block "A", S45°52'35"E, 159.34 feet to a calculated point in the curving west line of Houston & Texas Central Railroad (50' R.O.W.);

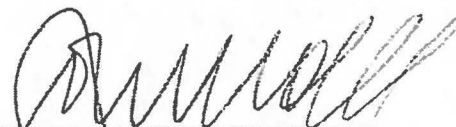
THENCE, with said railroad right-of-way, along a curve to the left having a radius of 819.44 feet, an arc length of 67.51 feet, a central angle of 4°43'14" and a chord which bears S02°57'57"E, 67.49 feet to a nail set;

THENCE, through the interior of said Block "A", the following two courses:

- 1) N12°52'29"W, 66.01 feet to a nail set;
- 2) N45°52'35"W, 123.76 feet to the POINT OF BEGINNING and containing 1,767 square feet of land.

Prepared by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040





John Noell, R.P.L.S. #2433

2-07-08

Date:

Revised: 3-04-08

Map attached.

References: TCAD 02 0711 1401
Austin Grid MK-22

UDG #04-305
FN #886

Bearing Basis Note

The bearings described herein are Texas State Plane Grid Coordinates and Bearings (Central Zone 4203, NAD 83 HARN Datum). Central Points were established from reference point "TXAU" Coordinated Values N: 10,086,515.89 E: 3,109,682.48 and "EZAU" Coordinate Values N: 10,049,633.34 E: 3,116,718.88

FIELD NOTES REVIEWED

By: BON Date: 18 March, 2008

Austin Clean Water Program
Survey Coordinator

Mosby Family Trust
Vol. 11643 Pg. 164
R.P.R.T.C.T.

Julian Figueroa
Doc. No. 1999044597
O.P.R.T.C.T.

Scale:
1" = 60'

CITY OF AUSTIN
VOLUME 7752 PAGE 36
D.R.T.C.T.

ROSEWOOD VILLAGE
SECTION TEN
BOOK 75 PAGE 25
P.R.T.C.T.
BLOCK "A"

LINE TABLE

①	N27°14'31"W	128.47'
②	S45°52'35"E	58.53'
③	S12°52'29"E	75.37'
④	N27°14'31"W	31.30'
⑤	S45°52'35"E	159.34'
⑥	N12°52'29"W	66.01'
⑦	N45°52'35"W	123.76'

LEGEND

- AREA OF EASEMENT
- RECORD DATA
- PROPERTY LINE
- D.R.T.C.T.
- R.P.R.T.C.T.
- P.R.T.C.T.
- P.O.B.
- O.P.R.T.C.T.
- IRON ROD FOUND
- IRON PIPE FOUND
- NAIL SET
- CALCULATED POINT
- STORM SEWER MANHOLE
- SIGN
- RIGHT OF WAY LINE
- EDGE OF PAVEMENT
- RAILROAD TRACKS

BEARING BASIS NOTE

The bearings described herein are Texas State Plane Grid Coordinates and Bearings (Central Zone 4203, NAD 83 HARN Datum, U.S. Survey Feet.) Central Points were established from reference point "TXAU" Coordinate Values N: 10,086,515.89 E: 3,109,682.48 and "EZAU" Coordinate Values N: 10,049,633.34 E: 3,116,718.88

PART 1
5109.46TWSE
0.028 OF AN ACRE
1,201 SQ. FT.

P.O.B. PART 2 5109.46TWSE
N: 10,071,142.653
E: 3,122,854.423
GRID COORDINATES

RECORD CURVE DATA
BK. 75 PG. 25
P.R.T.C.T.
R=819.44'
A=380.24'
C=54°15'W
376.84'

PART 2
5109.46TWSE
0.041 OF AN ACRE
1,767 SQ. FT.

R=819.44'
D=04°43'14"
A=67.51'
T=33.78'
C=67.49'
CB=S02°57'57"E

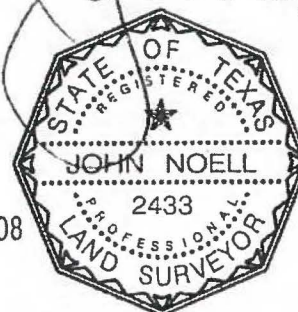
P.O.B. PART 1 5109.46TWSE
N: 10,070,972.785
E: 3,122,941.880
GRID COORDINATES

WALTER ST
(50' R.O.W.)
(BK. 9 PG. 78, P.R.T.C.T.)
(VOL. 11604 PG. 86, R.P.R.T.C.T.)

P.R.T.C.T.
LOT 6

BRYAN ST

2-07-08



Field Note Number 886
to accompany this map.





Item # 7

**LEASE AND PARKLAND IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT
SCHOOL DISTRICT REGARDING THE KENNEMER SWIMMING POOL LOT**

This Lease and Parkland Improvement Agreement Between the City of Austin and the Austin Independent School District Regarding the Kennemer Swimming Pool Lot (the "Agreement") is made and entered into by and between the City of Austin, a municipal corporation situated in the Counties of Travis, Hays and Williamson, State of Texas (the "City"), and the Austin Independent School District, a political subdivision of the State of Texas (the "District").

RECITALS:

A. The District is the owner of that certain tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof ("District Property") and locally known as 1201 Payton Gin Road, Austin, Texas 78758, upon which Lanier High School (the "Campus") is located. The District Property is situated adjacent to that certain tract of land more particularly described on Exhibit "B" attached hereto and made a part hereof known as the Kennemer Swimming Pool Lot (the "Park Property"), owned by the City for the benefit of its citizens.

B. The District intends to construct certain renovations and additions on the Campus. In connection therewith, the District desires to improve and use a portion of the Park Property for a 27 car parking lot to serve the Campus (the "Parking Lot").

C. The City has agreed to lease a portion of the Park Property to the District for the construction of the Parking Lot, which will mutually benefit the parties hereto.

D. This Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code. Each party represents and warrants that it is carrying out a duly authorized governmental function and the mutual promises exchanged represent good and valuable consideration. Each party represents and warrants that the compensation to be made to the other party as set forth are in amounts that fairly compensate the performing party for the services or functions and are made from current revenues available to the paying party.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and the District hereby agree as follows:

AGREEMENT:

1. Term. The initial term of this Agreement shall commence on the Effective Date (hereinafter defined) and shall continue for a term of fifty (50) years, unless terminated earlier by the District as provided in this Agreement. Subject to such termination provision, upon the expiration of the initial term, the term of this Agreement shall automatically renew for one (1) additional term of fifty (50) years on the same terms and conditions unless the District or the

City notifies the other party in writing that it does not wish to renew the Agreement at least sixty (60) days prior to the expiration of the initial term.

2. Leased Premises. The City hereby leases to the District and the District hereby leases from the City, for the District's non-exclusive use on the terms and conditions set forth herein, that portion of the Park Property depicted by shading on Exhibit "C" attached hereto and made a part hereof (the "Leased Premises"). The Leased Premises shall be used by the District for the construction, operation, use, maintenance and replacement of the Parking Lot and all required utilities and other installations necessary to comply with applicable City codes.

3. Construction of Improvements. The District agrees to construct the Parking Lot on the Leased Premises at its sole expense in accordance with the site plan approved under City of Austin Case No. SP-2007-0591CX. All improvements constructed by the District on the Leased Premises shall be owned by the City upon completion of construction. The City agrees that in connection with construction and use of the Parking Lot, the District shall have the right to permanently remove the City's chain link fencing running parallel to the westernmost boundary of the Leased Premises.

4. Use of the Parking Lot. The District shall have the non-exclusive right to use the Parking Lot at all times on a first come, first served basis to serve the Campus. In addition, the City shall have the non-exclusive right to use the Parking Lot at all times on a first come, first served basis for patrons of the Park Property.

5. Maintenance of Leased Premises. Upon completion of construction of the improvements to the Leased Premises and during the term of this Agreement, the District shall maintain the Parking Lot in good condition and repair, at its sole expense. The City shall at all times maintain the chain link fencing along the north, south and east boundaries of the Leased Premises in good condition and repair, at its sole expense.

6. City's Rights to Leased Premises. The right of the District to use the Leased Premises is expressly subject and subordinate to the right of the City to construct, install, maintain, operate, and renew any public utilities facilities, franchised public utilities, or streets or park facilities on, beneath, or above the surface of the Leased Premises. Provided, however, City agrees that said uses of the Leased Premises by the City will be permitted only so long as such uses do not interfere with or destroy the District's use of the Leased Premises or any property or improvements placed thereon or therein by the District. In case of an officially declared City emergency, however, damage to or destruction of the District's property in or on the Leased Premises shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit, in any way, the power of the City to use, alter, or improve the Leased Premises subject to this Agreement pursuant to official action by the governing body of the City, or its successors. The City does, however, agree to cooperate with the District to effect the relocation of the District's installation and improvements in the event of such use, alteration or improvements, and further, to cooperate with the District wherever possible, to effect such use, alteration or improvement of the Leased Premises so that the District's operations and improvements on the Leased Premises will not be materially affected thereby.

7. Default/Remedies.

A. It shall be an event of default hereunder if the District fails to comply with the terms and conditions of this Agreement and such failure continues for a period of sixty (60) days following the District's receipt of written notice regarding same from the City. Provided, however, if the default is curable but cannot reasonably be cured within the 60-day cure period, and if the District commences to cure the default during the 60-day cure period and diligently proceeds thereafter to cure such default, then the cure period shall be extended for a reasonable time not to exceed an additional thirty (30) days (for a total of 90 days) in order to provide the District the opportunity to cure the default.

B. It shall be an event of default hereunder if the City fails to comply with the terms and conditions of this Agreement and such failure continues for a period of sixty (60) days following the City's receipt of written notice regarding same from the District. Provided, however, if the default is curable but cannot reasonably be cured within the 60-day cure period, and if the City commences to cure the default during the 60-day cure period and diligently proceeds thereafter to cure such default, then the cure period shall be extended for a reasonable time not to exceed an additional thirty (30) days (for a total of 90 days) in order to provide the City the opportunity to cure the default.

C. If an event of default occurs by either party and the default is not cured within the applicable cure period, the Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. Provided, however, no termination of this Agreement by the City shall be effective until the date which is one (1) year after the date of the City's termination notice, in order to allow the District to establish alternative off-site parking for the Campus. The parties agree that specific performance shall be an available remedy due to the difficulty in determining damages that may accrue as a result of a material breach of this Agreement by the other party. In addition, if an event of default is not cured within the applicable cure period, the non-defaulting party shall have the right (but not the obligation), without waiver of any other right or remedy, to perform such obligations of the defaulting party on such party's behalf, and the defaulting party shall reimburse the non-defaulting party within thirty (30) days of receipt of an invoice (including sufficient documentation of the costs and expenses incurred) demanding payment for any reasonable and actual out-of-pocket costs and expenses incurred by such party in connection with performance of such obligations.

8. Termination. This Agreement and the District's lease of the Leased Premises may be terminated by the District at any time by delivering written notice of termination to the City not later than thirty (30) days prior to the effective date of termination.

9. Interpretation. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. Administration. The City Parks and Recreation Department shall administer this Agreement on behalf of the City. The District's Department of Construction Management shall administer this Agreement on behalf of the District. Either party may designate a new administrator upon written notice to the other.

11. Application of Law. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

12. Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration or end of the Agreement, shall survive such termination, expiration or end and remain fully performable.

13. Venue. Venue for all lawsuits concerning this Agreement will be in the City of Austin, Travis County, Texas.

14. Assignment. Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

15. Notices. Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party (or to an officer of such party), or by telecopy, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

For the District: Austin Independent School District
Department of Construction Management
1111 West Sixth Street, Suite B-300
Austin, Texas 78703-5399
Telephone: (512) 414-3151
Facsimile: (512) 480-0545
Attn: Mr. Curtis E. Shaw
Director, Department of Construction Management

For the City: City of Austin
Office of the City Manager
301 W. 2nd Street, Box 1088
Austin, Texas 78767-1088
Telephone: (512) 974-2200
Facsimile: (512) 974-2833
Attn: City Manager

However, the parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other party.

16. Entire Agreement. This Agreement is the entire agreement of the parties. This Agreement may not be altered or amended except by mutual written agreement.

17. Non-waiver. Failure of a party to exercise any right or remedy in the event of default by the other party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

18. Authority of Signatories. The parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

19. Further Assurances. Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

20. Retention of Defenses. The parties hereto agree that this Agreement shall not affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon premises defects.

21. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement on the subject matter hereof, shall be entitled to recover court costs and reasonable attorney's fees and other litigation expenses from the non-prevailing party.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. Incorporation of Recitals. The recitals which appear above are found by the City and the District to be true and are incorporated into this Agreement by reference.

24. Warranty of Peaceful Possession. City covenants that the District, upon performing and observing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy and use and enjoy the Leased Premises during the term hereof, and may exercise all its rights hereunder, subject only to the provisions of this Agreement and applicable governmental laws, rules and regulations.

[Remainder of page left blank; signatures appear on next page]

Executed to be effective as of the date last signed by the parties (the "Effective Date").

CITY OF AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____

Mark J. Williams

President, Board of Trustees

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared Mark J. Williams, President, Board of Trustees of the Austin Independent School District, on behalf of said school district, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 2008.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared _____ (name), _____ (title) of the City of Austin, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 2008.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

DISTRICT PROPERTY

The remainder of that certain called 33.44 acre tract of land described in a Deed to the Board of Trustees of the Austin Independent School District, filed February 10, 1960, and recorded in Volume 2142, Page 311, Deed Records of Travis County, Texas.

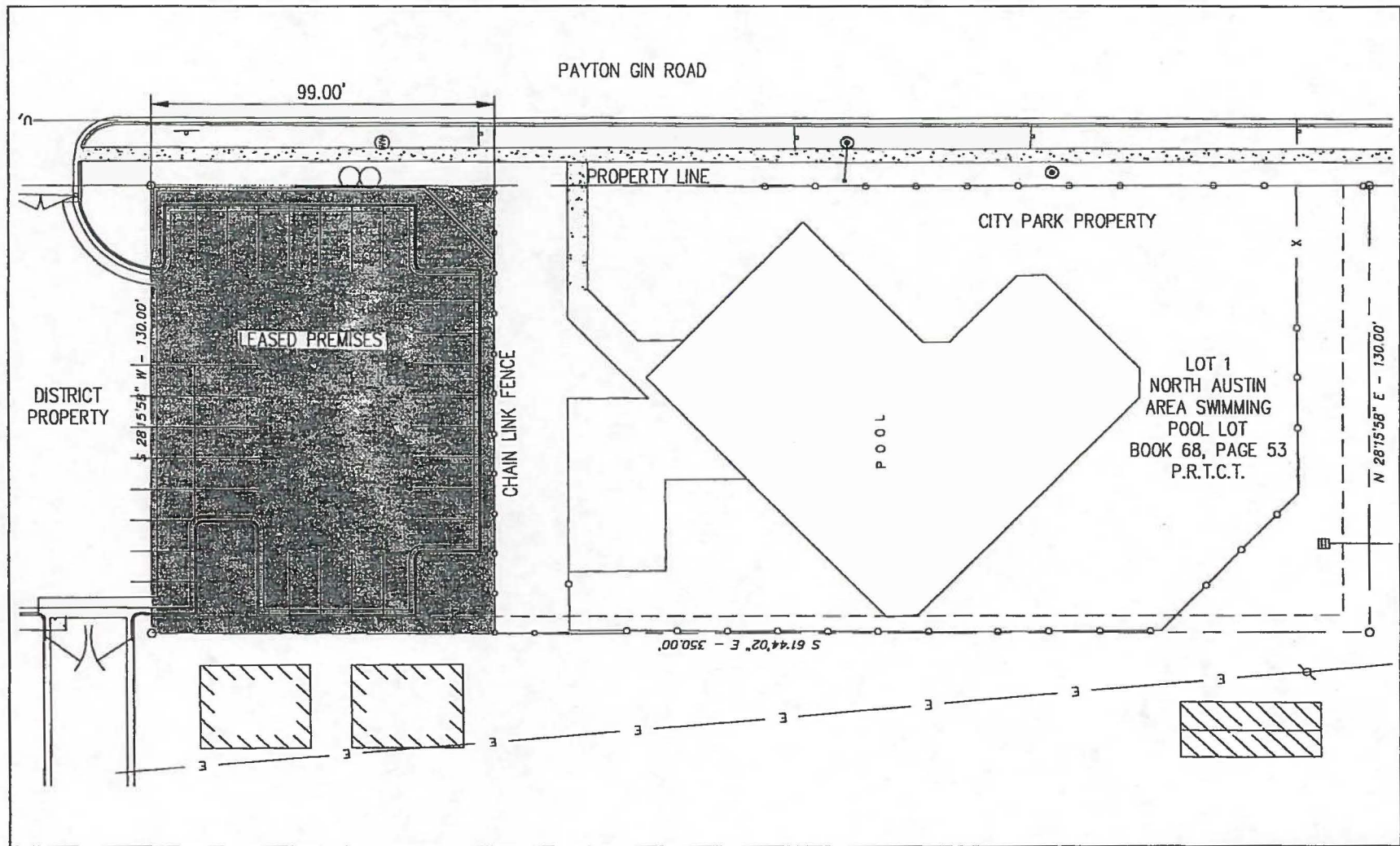
EXHIBIT "A"

PARK PROPERTY

Lot 1, North Austin Area Swimming Pool Lot, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 68, Page 53, Plat Records of Travis County, Texas.

EXHIBIT "B"

Exhibit "C"



Drawing Title:

**AISD PARKING LOT
LEASED PREMISES**

Project Name:

AISD LANIER HIGH SCHOOL

PSP Project Number

106062

PageSouthernlandPage

ARCHITECTURE INTERIORS CONSULTING ENGINEERS

Date: 5/2/08

Scale: 1"=40'-0"

Refers to Issue:

106062

Refers to Drawing Number:

CS101

X-Drawing Number:

CS101-A

AISD/PARD Parking Partnership





Kennemer
Pool

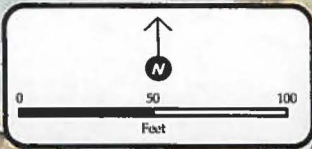
Lanier
High School

PAYTON GIN RD

COLLINFIELD DR

Legend

-  Property Boundaries
-  City of Austin Parks



Item # 8

AUSTIN PARKS FOUNDATION



Austin Parks Foundation to Protect Historic Auction Oaks

Contact Charlie McCabe, Austin Parks Foundation, cmccabe@austinparks.org or 512.477.1566

July 10, 2008

Beginning July 16th, a portion of Republic Square will be temporarily closed to begin the first two tasks in phase one of the Austin Parks Foundation's Republic Square Auction Oaks restoration project. The three large oaks, known as the Auction Oaks, will be fenced off to allow pruning, feeding, and root zone mapping and restoration. In addition four existing street trees (three on San Antonio and one on 4th street) will be transplanted to another location in the park.

This project is funded by the Austin Parks Foundation, thanks to generous contributions from the 2006 Austin City Limits Music Festival, the General Services Administration (GSA) and the Downtown Austin Neighborhood Association (DANA). The project is designed by TBG Partners, Inc. in cooperation of the City of Austin Parks and Recreation Department. The second phase of the project, creating a 3,500 square foot deck under the central auction oak as well as a seat wall surrounding the Auction Oaks will commence after detailing and construction documents are completed. Permitting for the phase one improvements was approved by the city on July 3rd 2008.

Parks Forestry Crews will kick off the work with pruning work on the Auction Oaks during the week of July 14-18. Root zone mapping will be undertaken by Bartlett Tree Experts beginning July 21. They will investigate whether the root networks of the Auction Oaks have grown into the park's hill-like mounds (known as berms) slated for removal as part of the overall restoration project. They will be using an air spade, which is a device that uses compressed air to "dig" a number of trenches around trees with minimal harm to the root systems.

"The air spade does create a lot of noise and dust," said Austin Parks Foundation Director Charlie McCabe, "And we want to make sure park users know that it's not harming the trees. In fact, the opposite is the case; we'll be using the information about the tree's root systems to plan the park restoration around what will benefit the trees most."

Environmental Design will be transplanting four street trees beginning July 21 that are currently crowding the canopies of the Auction Oaks. Three trees on San Antonio St. and one on W 4th St will be transplanted to the east side of the park. In addition, portions of the sidewalks as well as the rock retaining wall and berms under the central auction oaks will be removed to allow for root zone mapping. The entire area will be treated and mulched and the fencing will remain in place for a few months to allow the root zones and the trees to start the process of recovery.

The fenced area will occupy a small portion of the park and is not expected to affect Austin Parks Foundation's upcoming Nintendo DS Movies in the Park series. The movies kick off July 19 with **Clueless** and continue through August 30. More information about Movies in the Park is available at <http://www.austinparks.org/moviesinthepark.html>

Further information:

Questions and comments about this project should be directed to the Austin Parks Foundation at 477-1566 or apf@austinparks.org. We'll be posting additional information and updates about the project on our website at <http://www.austinparks.org/>

To learn more about the Auction Oaks Restoration Project, visit the Austin Parks Foundation web site: <http://www.austinparks.org/Downtown/republictomorrow.html>

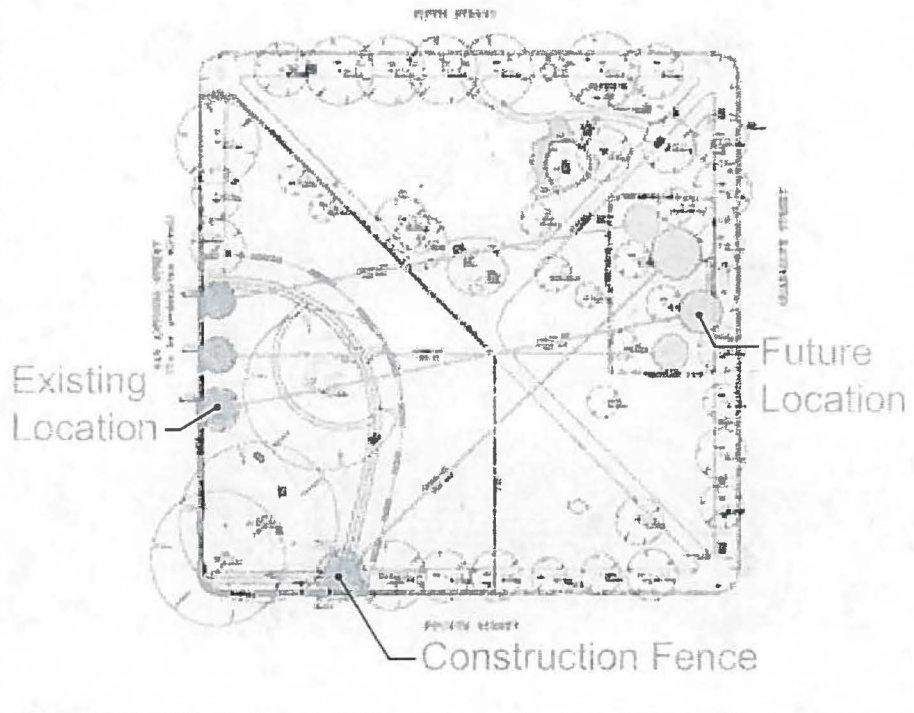
To learn more about the air spade, here's an overview of the device: http://www.air-spade.com/products_air_cart.html

Here's how the air spade works: <http://www.air-spade.com/technology.html>

Here's a video showing how the air spade "digs" a trench without disturbing some major tree roots in the process: <http://www.youtube.com/watch?v=fRG1woqEqbs>

The graphic below shows the limits of the temporary fencing as well as the destinations for trees to be transplanted.

Tree Transplant Plan



Item # 9



MEMORANDUM

TO: Park and Recreation Board

FROM: Yvonne Gil Vallejo, PM
Austin Water Utility
Collection Systems Services Division

SUBJECT: Austin Water Utility upcoming construction project for the Mueller Redevelopment, impacting the Morris Williams Golf Course

DATE: June 24, 2008

The Austin Water Utility is currently at the 95% design phase of the Southeast Wastewater Improvements project (SER #2282) to provide wastewater services to the Mueller Redevelopment. This project is one of seven wastewater projects along the perimeter of the Mueller redevelopment. The total length of wastewater line is 3,404 linear feet of which 1,957 linear feet are to be constructed in Morris Williams Golf Course.

Easements needed to construct and maintain the new wastewater line is as follows:

30' wide permanent easement (15' each side of WWL):	59,614 sq-ft.
Overlapping of existing 12" water reuse easement:	<u>7,026 sq-ft</u>
TOTAL REQUESTED PERMANENT EASEMENT:	52,588 sq-ft
(1.21 Ac)	

Temporary easement including staging and storage area: 194,237 sq-ft (4.46 Ac).

For additional information please contact Yvonne Gil Vallejo at 512-703-6637 or email to yvonne.gil@ci.austin.tx.us.

Attachments:

Map of water and wastewater construction projects for the Mueller Redevelopment
Southeast Wastewater Improvements project alignment map

